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UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

MARIA SANDOVAL AND OMAR
 SANDOVAL

Plaintiff,

v.

CITY OF WATSONVILLE, a municipal
 corporation; EDWARD DELFIN, individually
 and in his official capacity as Police Officer
 for the City of Watsonville; ROY MORALES,
 individually and in his official capacity as a
 Police Officer for the City of Watsonville; and
 DOES 1-25, inclusive, Individually and in
 their official capacities as Police Officers for
 the City of Watsonville,

Defendants.

Case No. CV13-01909-HRL

**STIPULATED PROTECTIVE ORDER
 AND ~~PROPOSED~~ ORDER THEREON**

Hon. Howard R. Lloyd

TO THE CLERK OF THE COURT, ALL PARTIES HEREIN AND TO THEIR
 ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT IT IS HEREBY STIPULATED by and through
 undersigned counsel as follows:

(1) Any documents which the City of Watsonville Defendants (City of Watsonville and Ed Delfin) or the County of Santa Cruz Defendants (Roy Morales) produce in this matter may be designated as "confidential material." Such designation shall be made by stamping or otherwise marking the documents prior to production or use in this litigation as follows: **"SUBJECT TO PROTECTIVE ORDER"** Only documents that warrant protection shall be designated as "confidential material." Mass, indiscriminate designations are prohibited.

(2) Confidential material shall be used solely in connection with the preparation and trial of the within case entitled *MARIA SANDOVAL AND OMAR SANDOVAL v. CITY OF WATSONVILLE*, et al., Case No. CV13-01909-HRL or any related appellate proceeding, and not for any other purpose, including any other litigation.

(3) Confidential material may not be disclosed except as provided in paragraph 4.

(4) Confidential material may be disclosed only to the following persons:

- (a) Counsel for any party and any party to this litigation;
- (b) Paralegal, stenographic, clerical and secretarial personnel regularly employed by counsel referred to in (a).
- (c) Court personnel, including stenographic reporters engaged in such proceedings as are necessarily incidental to preparation for litigation and the trial of this action;
- (d) Any outside expert or consultant retained in connection with this action; and
- (e) Any "in-house" expert designated by either party to testify at trial in this matter;
- (f) Witnesses or potential witnesses; and
- (g) At trial, subject to paragraph 9.

(5) Nothing in paragraph 4 is intended to prevent officials or employees of the entity defendants, police departments or other authorized governmental agents and personnel from having access to the documents if they would have had access in the normal course of their job duties. Further, nothing in this order prevents a witness from disclosing events or activities personal to him or her, that is, a witness can disclose to others information previously given herein with respect to what he or she saw, heard or otherwise sensed.

(6) (a) In the event that any person (expressly excluding counsel) identified in paragraphs 4(a) to 4(f) above are provided any paper, written, electronic or other copies of confidential material, prior to the time of such disclosure such person(s) shall be provided by the person furnishing him/her such confidential material a copy of this order, and any such recipient shall agree on an official record or in writing in the format provided herein and attached hereto as Exhibit "A," that he/she has read the protective order, and that he/she understands the provisions of the Protective Order and agrees to be bound by it. Such person also must consent to be subject to the jurisdiction of the United States District Court with respect to any proceeding relating to enforcement of this order, including without limitation, any proceeding for contempt. Unless made in an official record in this litigation, counsel making the disclosure to any person described above shall retain the original executed copy of said agreement until final termination of this litigation.

(b) In the event that other persons are provided confidential material pursuant to paragraph 4 herein, with the exception of paragraph 4(g), prior to the time of any such disclosure, such recipient(s) shall be provided by the person furnishing such material, a copy of this order and Exhibit "A" and/or the requirements of same shall be as explained and the recipient(s) shall agree to be so bound.

(7) If any information and/or documents which are the subject of this Protective Order are presented by the recipient(s) of the confidential material to ~~this or~~ any other court, or in any other manner, prior to the time of trial, said information, materials and/or documents shall be lodged under seal in an envelope clearly marked as follows:

"LODGED UNDER SEAL PURSUANT TO LAW" **ANY PARTY MAY SEEK TO FILE CONFIDENTIAL MATERIAL UNDER SEAL PURSUANT TO CIVIL L.R. 79-5.**

(8) At the conclusion of the trial and of any appeal or upon termination of this litigation, and in no event more than 30 days thereafter, all confidential material received under the provisions of this order (including any copies, computer materials, or deposition transcripts made or stored which contain confidential material) shall be returned to counsel the party that prepared or initially provided the confidential material. Provisions of this order in so far as they restrict the disclosure and use of the material shall be in effect until further order of this Court.

(9) The foregoing is without prejudice to the right of any party:

- 1 (a) To apply to the court for a further protective order relating to confidential
2 material or relating to discovery in this litigation;
3 (b) To apply to the court for an order removing the confidential material
4 designation from any documents;
5 (c) To seek formal or informal discovery from any party relating to the
6 confidential material, including the material itself; and
7 (d) To apply to the court for an order compelling production of documents or
8 modification of this order or for any order permitting disclosure of
9 confidential material beyond the terms of this order.

10 In so applying to the court, parties shall comply with the undersigned's Standing Order re Civil Discovery Disputes.

(10) The confidential material may be used at trial in this action subject to objections made
11 by any party to this action, motions in limine, or other legal challenges. In the event confidential
12 material is used in any court proceeding in this action, it shall not lose its confidential status through
13 such use.

14 (11) Nothing in this order, nor the production of any confidential material under the terms
15 of this stipulation and order, nor any proceedings pursuant to this order shall be deemed to have the
16 effect of an admission or waiver by any party, or of altering, the confidentiality or non-
17 confidentiality of any such confidential material or altering any existing obligation of any party or
18 the absence thereof.

19 (12) This Order shall survive the final termination of this action, to the extent that the
20 confidential material is not or does not become known to the public, and the Court shall retain
21 jurisdiction to resolve any dispute concerning the use of confidential material disclosed hereunder.
22

IT IS SO STIPULATED.

23 Law Offices of John L. Burris

24 Dated: April 20, 2014

By: 

De Witt Lacy, Esq.,

Attorney for Plaintiffs Maria Sandoval and Omar Sandoval

1 Grunsky, Ebey, Farrar & Howell

2
3 Dated: April 16, 2014

By: _____
Thomas N. Griffin, Esq.,
Reed W. Gallogly, Esq.,
Counsel for Defendants City of Watsonville and Ed Delfin.

6
7 Dana McRae, Santa Cruz County Counsel

8
9 Dated: April 16, 2014

By: _____
Jordan Sheinbaum, Esq.,
Counsel for Defendant Roy Morales

11
12 (13) ALL DISCLOSURE AND DISCOVERY DISPUTES ARE SUBJECT TO THE
13 UNDERSIGNED'S STANDING ORDER RE CIVIL DISCOVERY DISPUTES.

14 ~~[PROPOSED]~~ ORDER

15 AS MODIFIED BY THE COURT
16 PURSUANT TO STIPULATION, IT IS SO ORDERED.

17 Date: May 14, 2014

By: _____
Hon. Howard R. Lloyd

Exhibit "A"

NON-DISCLOSURE AGREEMENT

I, _____, do solemnly swear that I am fully familiar with the terms of the Stipulated Protective Order entered in the Case of *MARIA SANDOVAL AND OMAR SANDOVAL v. CITY OF WATSONVILLE*, et al., Case No. CV13-01909-HRL by the United States District Court, Northern District of California, and hereby agree to comply with and be bound by the terms and conditions of said Order unless and until modified by further Order of this Court. I hereby consent to the jurisdiction of said Court for purposes of enforcing this Order.

I swear under penalty of perjury under the laws of the State of California and those of the United States that the foregoing is true and correct, dated this ____ (day) of _____ (month), 2014.

(Declarant)